

# CALL FOR CONSULTANCY N°11/2023\_SPA/RAC TERMS OF REFERENCE FOR THE PROVISION OF CONSULTANCY SERVICES

Elaboration and validation of the QuietSeas project working document

#### TECHNICAL SPECIFICATIONS

#### 1. Introduction and general framework

The QUIETSEAS project is funded by the European Commission's DG Environment under the call "DG ENV/MSFD 2020". This call finances the development of the MSFD, in particular the preparation of the next 6-year implementation cycle.

The QUIETSEAS project aims to strengthen the cooperation between the Member States of the Mediterranean Sea (MED) region to implement the third cycle of the Marine Directive and in particular to support the competent authorities and strengthen cooperation and collaboration in the Mediterranean and Black Sea regions through the following specific objectives:

- Specific Objective 1 (SO1): Identify relevant indicators for Criterion D11C2 (Continuous low frequency anthropogenic noise in water).
- Specific objective 2 (SO2): Promote the consolidation of relevant indicators for D11 and accompany the operationalization of indicators on the status, pressure and impacts of underwater noise in close coordination with the TG Noise.
- Specific objective 3 (SO3): Promote the harmonization of regional work on threshold values with the recommendations of TG Noise.
- Specific objective 4 (SO4): Develop effective and efficient mechanisms for EEB assessment and regional coordination by providing management tools for harmonization, reporting and assessment of D11.
- Specific Objective 5 (SO5): Demonstrate the potential effectiveness of coordinated mitigation measures to reduce shipping noise.
- Specific Objective 6 (SO6): Promote (sub)regional cooperation to ensure i) coordination across
  the region/sub-regions ii) involvement of competent authorities iii) long-term dissemination of
  results.

As part of the definition of threshold values for underwater noise, as required by GES Decision 848/2017, the Coordination Group1 of the DCSMM recommended the establishment of drafting groups to support the Technical Group on Underwater Noise (TG-Noise) in its work.

In its initial phases from 2010 to 2019, TG-Noise focused on the issue of monitoring, which led to the publication of a guide on this subject valid for European seas. This guide was then used as a basis for the technical guide established by ACCOBAMS for Ecological Objective 11 of the Ecosystem Approach carried by the Barcelona Convention, valid for the entire Mediterranean Sea.

The TG-Noise has also contributed to the establishment of a register of impulsive noise sources and to the development of a common monitoring program for continuous noise. Following the adoption of Commission Decision 2017/848 on good environmental status in 2017, TG-Noise focused on noise impact assessments and the development of threshold values at EU level in relation to the criteria developed in this decision for descriptor 11. In this regard, Tg-Noise started work to define a framework for assessing threshold values for impulsive noise at the EU level (deliverable 1 = DL1).

Since January 2020 the coordination group of the MSCSD, in its work programme for the common implementation strategy, has been responsible for drafting the assessment framework for the definition of EU threshold values for continuous noise (DL3). The agreement on DL1 and DL3 is a prerequisite for the development of options for threshold values for impulsive noise (deliverable 2 = DL2) and for continuous noise (deliverable 4 = DL4). In the framework of the Zero Pollution Action Plan adopted in

May 2021, it is expected that the threshold values for D11 - impulsive and continuous noise - will be adopted during 2022.

In this framework, SPA/RAC will contribute, through the QUIETSEAS project, to the activities planned to contribute to the development of deliverable DL2, so that the issues and specificities of the Mediterranean are taken into consideration upstream.

This deliverable can then be used as a reference for the implementation of the Ecosystem Approach in the Mediterranean by the Barcelona Convention.

## 2. Objective

The overall objective of this call of consultancy is to develop and validate the following documents:

- Setting of EU Threshold Values for impulsive underwater sound recommendations from the Technical Group on Underwater noise (TG Noise) - TG Noise deliverable 2
- Background document: executive summary of TG Noise deliverables 2 and 4 recommendations for EU threshold values for impulsive and continuous underwater sound

#### 3. Tasks to be undertaken

The consultant will be responsible to undertake and complete the following tasks:

- 1. Develop the rationale for the selection of thresholds for anthropogenic underwater noise, based on the scientific knowledge available on the impact of noise and the negative consequences on marine fauna populations.
- Propose and justify, on the basis of this reasoning, thresholds applicable in the Mediterranean in the framework of the implementation of the ecosystem approach by the Barcelona Convention.
- 3. Animate the informal **working meetings** with other experts in charge of the development of thresholds within the TG-Noise.
- 4. Coordinate the drafting of the chapter dedicated to the development of noise thresholds.
- 5. Participate in the following working meetings:
  - DL2 drafting group (DG-DL2) 1 day meeting
  - TG-Noise Plenary 4 meeting days
  - European Commission Good Environmental Status Working Group (WG-GES) 1 meeting day
  - Coordination Group for the implementation of the Marine Strategy Framework Directive (MSCG) - 1 meeting day
- 6. **Synthesize the discussions during these working** meetings and list the improvements and modifications to be made to the DL2 document:
  - 1st round: to validate the draft prepared by DG-DL2
  - 2<sup>nd</sup> round: to integrate the comments of the members of the TG-Noise plenary
  - 3<sup>rd</sup> round: to integrate the comments of the WG-GES members
- 7. Prepare final documents for the MSCG coordination group meeting
- 8. Translate into French the following documents:
  - Setting of EU Threshold Values for impulsive underwater sound recommendations from the Technical Group on Underwater noise (TG Noise) TG Noise deliverable 2
  - Background document: executive summary of TG Noise deliverables 2 and 4 recommendations for EU threshold values for impulsive and continuous underwater sound

- Setting of EU Threshold Values for continuous underwater sound recommendations from the Technical Group on Underwater noise (TG Noise) TG Noise deliverable4
- Submit to SPA/RAC the final data inventories (excels) that will be prepared for the current assignment.

## 4. Duration, deliverables and schedule for implementation

The time duration of this contract is two months starting from the date of its signature.

The contract deliverables and timeline of their submission should be carried out in conformity to the following table:

Deliverables/ details	Duration of the tasks	Deadline	
Deliverables/ details	Duration of the tasks	Draft*	Final**
Deliverable 1: Chapter dedicated to the development of noise thresholds including the rationale for the selection of thresholds for anthropogenic underwater noise & thresholds applicable in the Mediterranean in the framework of the implementation of the ecosystem approach by the Barcelona Convention.	Five days	Twenty days after the signature of the contract	One month after the signature of the contract
Deliverable 2: French version of the document "Setting of EU Threshold Values for impulsive underwater sound - recommendations from the Technical Group on Underwater noise (TG Noise) - TG Noise deliverable 2" &- TG Noise deliverable 4	Two days	Twenty days a contract signa	
Deliverable 3: French version of the document: "Background document: executive summary of TG Noise deliverables 2 and 4 - recommendations for EU threshold values for impulsive and continuous underwater sound"	Two days	One month aft	ne contract
<b>Deliverable 4:</b> Excels Table including the final data inventories	Two days	One month and after the signal contract	-
<b>Deliverable 5:</b> Meetings brief reports (in total 4 reports) including the mains recommendations	Two days	One month and after the signal contract	•

## 5. SUPERVISION AND COLLABORATION

The consultant will work under the direct supervision of the SPA/RAC Programme officer in charge of the Species Programme and the overall supervision of the SPA/RAC director.

## 6. SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS

The consultant is expected to have the following profile, skills and expertise:

- Advanced university degree (master's degree or equivalent) in environmental science such as environmental sciences, marine ecology, marine biology, etc.
- At least five (5) years of progressively responsible work and experience in the study and monitoring of underwater noise (Acoustics) and its impact on marine fauna;
- A proven experience in the analysis of data related to underwater noise;
- A proven experience in the development of MSFD descriptors and ecological indicators of the IMAP/EcAp.
- Demonstrated ability to work with a variety of stakeholders, at the regional level;
- Collaborative, resourceful and capable of working with variety sources of data;
- Excellent command of English (oral and written) is required.

#### ADMINISTRATIVE CLAUSES

## Article 1 - Conditions for participation in the consultancy

Are eligible for the present call of consultancy, only individual consultants.

Individual consultants may associate with each other to form a consultant association to complement their respective areas of expertise, or for other reasons. They must clearly identify the lead consultant, who will be the legal representative of the consultant association. The consultant association cannot exceed two experts.

## Article 2 - Composition and presentation of offers

The submitted offer must include separately: (i) a technical offer, (ii) administrative documents, and (iii) a financial offer.

The services provided as part of this assignment consist of an overall fixed and non-revisable cost.

The estimated number of net working days to implement the tasks and deliverables of this consultancy are 13 effective working days (WD). They are estimated as follows:

Deliverable 1: Five days
Deliverable 2: Two days
Deliverable 3: Two days
Deliverable 4: Two days
Deliverable 5: Two Days

## 2.1. Technical offer

It must contain:

#### For individual consultant(s):

- 1. A cover letter outlining the consultant's suitability for the job.
- Personal CV indicating educational background (including a copy of higher education degrees)
  as well as all experience in the field of the study and monitoring of underwater noise (Acoustics)
  and its impact on marine fauna; in the analysis of data related to underwater noise;
  - a. If a second expert is proposed, the same documents and information should be provided.
- 3. A detailed methodological note on how the consultant intends to approach and implement the assignment.
- 4. Planning and detailed time schedule (and chronogram of intervention of the team in case of 2 experts involved in the offer).

Applicants are encouraged to send links to references of previous works completed on subjects relevant to the consultancy or share relevant documents by e-mail if those are not accessible online.

The selection process may include interviews (through a teleconferencing platform), as well as a preselection phase followed by requests for complementary information / negotiation if required.

#### 2.2. Administrative documents

The administrative offer should include the following administrative documents:

## For individual consultant(s):

- 1. Document certifying the ability to practice this profession (registration certificate, for example) according to the legislation of their country with the tax number on it.
- 2. A sworn statement that the bidder is in no situation that could in any way be incompatible with the mission or compromise independence in carrying out the mission.
- 3. Terms of reference signed (date, signature of the provider at the end of the document).

If the original administrative documents are not in English or French, it should be provided with additional copies translated into English or French by a sworn translator. Should any of the administrative documents be missing, the tenderer will be contacted to complete the missing offer documents within a period of ten (10) days. If after a period of ten (10) days, the documents are still not complete the offer will be eliminated.

#### 2.3. Financial offer

The financial offer must be expressed in US Dollars, in both tax-free and all tax-included prices. It should include all the costs connected to the provision of the service

The financial offer should also include the following documents:

- submission letter, using the template attached in Annex 1; and
- the details of the global price using the template in Annex 2.

#### **Article 3 - Submission**

Proposals must be received electronically at the following e-mail address:

car-asp@spa-rac.org, before 20 February 2023 11:59 pm UTC+1 (Tunis Time).

E-mails should have the following subject:

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Proposals received after this deadline will not be considered.

#### Article 4 - Additional information

Should questions or need for clarification related to these terms of reference and their content arise, bidders may submit a written request by e-mail to: <a href="mailto:car-asp@spa-rac.org">car-asp@spa-rac.org</a>; cc:Lobna.bennakhla@spa-rac.org no later than five (5) calendar days before the deadline for the proposal submission.

## Article 5 - Terms of payment

Payment for the mission will be made as follows:

## Article 5 - Terms of payment

Payment for the mission will be made as follows:

 The 1st Instalment of 40% will be paid upon submission of the draft version of deliverables 1 and the final version of Deliverable 2 and Deliverable 3, and after their review and approval by SPA/RAC

- 2. The 2nd instalment of 40% will be paid upon submission of the final version of deliverable 1, deliverable 4 and after their review and approval of SPA/RAC
- The 3rd and final Instalment of 20% will be paid upon submission of final version of deliverable 5 and after approval of SPA/RAC and delivery by SPA/RAC of the final acceptance certificate

All payments will be made by bank transfer after the receipt of an invoice from the contractor. Payments shall be made to a bank account held by the contractor.

## Article 6 - Evaluation procedure

The evaluation will be based on combined technical and financial criteria as follows:

#### 6.1. Technical evaluation

The technical offers will be first examined, while the financial offers remain sealed. Applications will be evaluated based on the following criteria:

- 1. Experts / Individual consultant(s) capacity and expertise (65 points)
- 2. Methodology, organization, and work implementation planning and schedule (35 points).

			Soring for individual consultant(s)				
			In the case of one expert involved	In the case of two experts involved			
Lead consultant	<u>Experience</u>	Relevant scientific background and experience in monitoring and assessing underwater noise (Acoustics) and its impact on marine fauna; the analysis of data related to underwater noise; and the development of MSFD descriptors and ecological indicators of the IMAP/EcAp	60 points  Maximum  (15 points / study+ 2 additional points/study in the Mediterranean)	45 points  Maximum  (12 points / study+ 2 additional points/study in the Mediterranean)			
		No similar study	0 points (in this case the offer is eliminated)	0 points (in this case the offer is eliminated)			
		Post-graduate university degree in marine science and /or environmental science or equivalent field	5 points maximum	5 points maximum			
	Diploma	University degree in the above-mentioned fields	3 points	3 points			
		No university degree in the above-mentioned fields	0 point (in this case the offer is eliminated)	0 point (in this case the offer is eliminated)			
Associate consultant	Experience	Relevant scientific background and experience in monitoring and assessing underwater noise (Acoustics) and its impact on marine fauna; the analysis of data related to underwater noise; and the development of MSFD descriptors and ecological indicators of the IMAP/EcAp.	N/A	10 points maximum  (4 points/ study + 2 additional points/study in the Mediterranean)			

		- Demonstrated ability to work with a variety of stakeholders, at the regional level;					
		No similar study	N/A	0 point			
		Post-graduate university degree in marine science and /or environmental science or equivalent field	N/A	5 points maximum			
	Diploma	University degree in the above- mentioned fields	N/A	3 points			
		No university degree in the above-mentioned fields	N/A	0 point			
In case the bidde	er proposes mo	l re than one expert per position each CV will be evaluated sep	 parately, and the lowest score given wi	II be the one attributed to that position.			
3-	The	Methodology clearly presented, well developed, and meets	25 points maximum				
Methodology, time planning schedule, chronogram of	methodologi cal note evaluation	the terms of reference and the study's objectives	Points awarding can be done in various ways				
intervention of the team		Methodology more or less well developed but clearly meets the terms of reference and the study's objectives	15 points				
		Methodology poorly developed and meets partially the terms of reference and the study's objectives	8 points				
		Methodology not clearly presented and does not meet the terms of reference and the study's objectives or no methodology presented	0 points				

Planning and time schedule, and	Realistic planning clearly presented, coherent with the time schedule considering the requested time for reports validation and chronogram of intervention	10 points maximum
chronogram	Realistic planning but more or less well presented, fairly coherent with the time schedule and the chronogram of intervention	5 points
	Planning unclearly presented, doesn't respect the deadline, or no planning or no time schedule or no chronogram of intervention	0 point

Any offer that has not attained the minimum score of <u>80 points</u> will be eliminated.

In the event of no offer obtains 80 points or more, the call for consultancy process will be declared unsuccessful.

#### 6.2. Financial evaluation

Once the technical evaluation has been completed, the financial offers of applicants that have not been eliminated during the technical evaluation will be examined.

The evaluation committee will check that the financial offers do not contain any obvious arithmetical errors. Any possible obvious arithmetical errors will be corrected, and the corrected figures will be taken into consideration.

The evaluation committee will then proceed to a financial comparison. The lowest financial offer that is judged acceptable will receive 100 points. The other offers will be attributed a score based on the following equation:

Financial score = (amount of the lowest accepted offer/amount of the offer in question) x 100

#### 6.3. Conclusions of the evaluation committee

The choice of the best offer is achieved by weighting the technical and financial scores using a distribution key of 80/20 basis. To this end:

- The technical score will be multiplied by a coefficient of 0.80.
- The financial score will be multiplied by a coefficient of 0.20.

The weighted technical - financial scores thus calculated will be added to ascertain the offer with the best technical and financial score.

If two offers obtain the same weighted technical-financial scores, preference will be given to the applicant in the following order:

- having obtained the best technical score.
- having obtained the best score for methodology.
- having obtained the best total score for experience and qualifications of experts.

<u>Note:</u> The selection process may include interviews (through a teleconferencing platform), as well as a pre-selection phase followed by requests for complementary information / negotiation if required.

## ARTICLE 7 - MONITORING, CONTROL AND VALIDATION OF THE WORK

The consultant will work under the supervision of SPA/RAC. The consultant will submit draft version of each deliverable. The consultant will submit the final version of deliverables as indicated in section 4 (Deliverables) and section 6 (Time schedule) of the technical specifications.

#### Article 8 - Penalty

In the absence of completion by the consultant of the services at his/her charge within the contractual deadlines envisaged in section 7 of the technical specifications (Time schedule), and Article 8 (Deadline for the execution of the mission), it will be applied as of right and without notice, a penalty of one two hundredth (1/200) of the total amount of the contract (All Taxes Included - ATI) for each calendar day of delay.

The amount of the late penalties will be deducted from the accounts. The amount of the penalties is capped at 10% of the total amount of the contract in ATI. When this threshold is reached, SPA/RAC

reserves the right to terminate the contract at the holder's fault, in accordance with Article 14 (Cancellation conditions) below, without that the holder cannot raise disputes or claim any compensation.

#### Article 9 - Intellectual property rights, ownership of document

All legal rights throughout the world in works or inventions created by the provider in connection with the consultancy shall be allowed to SPA/RAC. The provider recognizes that such rights include, but are not limited to, copyright and other rights in written material, sound and video recordings (including films), maps, photographs, etc. as well as patents and other rights in inventions, and that the said rights enable SPA/RAC to control and authorize, where appropriate all publications, publicity material and other exploitation of the said works and inventions.

All the plans, drawings, software, photos, videos, data, presentations, study reports and any other documents, elaborated and submitted by the provider to SPA/RAC for the execution of the contract, will become and remain the property of SPA/RAC, and the consultant will submit them to SPA/RAC.

The provider does not have the right to use or copy the products resulting from this consultancy, whatever their form or their media, without the explicit written non objection of the SPA/RAC."

#### Article 10 - Arbitrage, dispute settlement

Every dispute arising from or in connection with this contract execution shall be solved by way of amicable negotiations by the parties. The contract is deemed to have been made in Tunisia and to be subject to Tunisian law. In case of dispute, the Court of Tunis is competent.

## Article 11 - Liability and insurance

SPA/RAC does not accept any liability for acts of third parties, accidents, sickness, losses of any kind, however caused arising during the implementation of the specific actions and the production of the relative outputs expected. The bidder confirms that themselves or any involved staff will be covered by appropriate insurance.

## Article 12 - Force majeure

Force majeure means any event outside the control of a party so that it is impossible for one party to carry out his obligations or the implementation of these obligations becomes so difficult that it is considered to be impossible to carry them out under such circumstances.

The party which invokes force majeure must inform its co-contractor within seven (7) days of its occurrence so that the contractual deadline will be suspended with a joint agreement between the parties for the period which is covered by the case of force majeure.

SPA/RAC has a right to assess the circumstances of the impediments invoked by the holder as a case of force majeure to see if they are convincing, and if this should not be the case, then the days of discontinued work will be accounted for as days of delay.

Failure by either party to fulfil any of its contractual obligations does not entail a contract termination or failure to fulfil its contractual obligations if such a failure is due to a case of force majeure, if the party that finds itself in such a situation has done the following:

- has taken all the reasonable precautions and measures to allow it to comply with the terms and conditions of the contract; and
- b. has informed the other party of the event, as soon as possible. Any timeline given to a party for the execution of its contractual obligation will be prolonged by a period which is equal to the period during which that party was prevented from fulfilling its obligations.

Any timeline given to a party for the execution of its contractual obligations will be prolonged by a period which is equal to the period during which that party was unable to fulfil its obligations due to the case of force majeure.

#### **Article 13 - Cancellation conditions**

SPA/RAC could cancel this contract through a notification in writing addressed to the tenderer after one of the events indicated in the following paragraphs:

- a. no respect of the deadline of the execution in application of Article 8 (Deadline for the execution of the mission);
- b. in the case described in the Article 9 (Penalty) when the amount is capped at 10% of the total amount of the contract;
- c. non-conformity to the content of the service listed in the technical specifications of the present consultancy (section 4 of the technical specifications: Tasks to be undertaken),
- d. If the tenderer goes bankrupt or into receivership.
- e. If, after a case of force majeure, the holder is unable to execute a substantial part of the Services for a period equal to at least sixty (60) days;
- f. If the tenderer was involved in corruption or fraudulent manipulations in order to obtain the contract or during the execution of the contract. For the purpose of the clause: a person is guilty of "corruption" if he/she offers, gives, solicits or accepts any kind of advantage in order to influence the action of a public official during the selection or the execution of the contract; and undertakes "fraudulent manipulations" which distort or denature the facts so as to influence the selection or the execution of the contract to the detriment of the borrower; by "fraudulent manipulations" is meant any agreement or collusive manipulation of the tenderers (before or after submitting the proposals) so as to artificially maintain the prices of the tenders at levels which do not correspond to prices which would have resulted from free and open competition and which deprive the borrower of the advantages of free and open competition; or
- g. If SPA/RAC, on its own initiative and for any reason whatsoever, decides to terminate the contract.

#### Article 14 - Conflict of interests

## 14.1- Prohibition of incompatible activities

The contract tenderer, the personnel and agents must not engage, directly or indirectly, during the contract implementation period, in professional or commercial activities which could be incompatible with the activities with which they have been entrusted due to the present contract.

## 14.2- Non-participation of the holder and his associates in certain activities

The tenderer and his associates are prohibited, during the contract duration and at the end of the contract period, to provide good, works or services means for any project stemming from the services or closely connected with the present contract services (except for the implementation of the present contract services and their continuation).

## Article 15 - Provisional and final acceptance

The provisional acceptance is pronounced after complete completion of the services covered by this consultancy i.e., after the completion of the service described in section 2 tasks to be undertaken of the technical specifications, and Article 8 (Deadline for the execution of the mission). The provisional acceptance will be pronounced only in the case of complete conformity deemed conclusive by SPA/RAC and a provisional acceptance report issued by the SPA/RAC no later than 30 days from receipt of the deliverables and at the written request of the service provider and the signing of a report of completion of the work/services jointly by the service provider and SPA/RAC. The Service Provider shall, however, correct any deficiencies identified by the SPA/RAC upon completion of the various phases.

Final acceptance will be given one (1) month after the date of provisional acceptance without reservation of the contract. The final acceptance report will only be delivered once the service provider has fulfilled all his obligations resulting from sections 2 (Tasks to be undertaken) and section 4 (Deliverables) of the "Technical Specifications" and after corrections of all deficiencies signalled by SPA/RAC.

# **ANNEX 1 SUBMISSION LETTER**

for consultancy N° Launched by, pertaining to a mission of
I hereby pledge to execute the requested services in conformity with the provisions defined in the documents referred to, for the prices as established by myself without taking into account the taxes and knowing that the stamp duties and registration are to be covered by the insurer.
The total price of the bid is ( ) US Dollars ATI.
I take due note of the fact that you are not obliged to proceed with the tendering procedure and that I cannot claim a compensation.
I pledge that the conditions in my offer will remain valid for a period of one hundred and twenty days (120 days) starting from the day after the date for the deadline for the receipt of tenders.
SPA/RAC pledges to pay the amount after the signing of a convention into the bank current account of the Bank
In, on
(Name, first name and function) Right for submission (Signature)

# **ANNEX 2 DETAILS OF TOTAL PRICE**

The bidder, in support of its bid, should provide a breakdown of each unit price according to the following model:

Designation	Unit	Tasks 1		Tasks 2		Tasks 3		Total Tasks	
	pric							(1+2+3)	
	е	Duration	Sub	Duration	Sub	Duration	Sub	Duration	Sub
			-		-		-		-
			tota		tota		tota		tota
			I		I		I		I
Fees									
Lead consultant									
Associate consultant									
Other costs									
Travel and									
accommodation									
Other costs									
necessary for the									
proper execution of									
the present									
consultancy									
Sub-total / task									
(excluding VAT)									
	TOTAL Excluding VAT								
	VAT Amount						•		
	TOTAL All Taxes Included								

Amount of the offer excluding Tax is fixed at the sum of	
Amount of the VAT is fixed at the sum of	•••••
Amount of the offer is fixed at the sum ofA Included (ATI).	∖ll Taxes

(Signature and official stamp of the bidder)